

EXHIBIT 3

Declaration of Stephen O. Meredith

Declaration

I, Stephen O. Meredith, hereby declare, under penalty of perjury, that the following facts are true and correct to the best of my knowledge and belief:

1. I am an applicant for a new FM station on Channel 243C1 in Audubon, Iowa.

2. On Friday, February 11, 1994 at approximately 11:15 a.m. Central Standard Time, my local attorney, John Otto and I met with Frank Greiner in Mr. Greiner's office at Whitney Bank and Trust (the "Bank") in Atlantic, Iowa.

3. Mr. Greiner is the Bank officer who signed the financing letter dated April 29, 1992 submitted in support of the competing application of Al Hazelton, which application relies exclusively upon the Bank providing 100% of the money required to construct and operate the new FM station.

4. During the February 11 meeting, I asked Mr. Greiner for a description of the Bank's credit criteria for loans to new or existing businesses. Mr. Greiner stated that the Bank's minimum credit criteria on all such loans included each of the following:

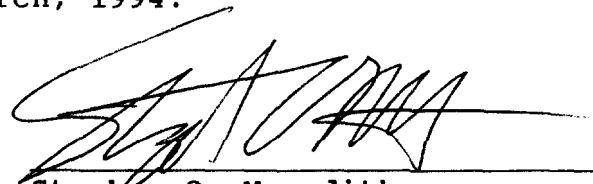
- a. A minimum capital contribution by the borrower in an amount equal to 50% of the overall project cost, which capital contribution might be able to be reduced somewhat (but in no event to a level below 25%) if, but only if, the loan were guaranteed by the U.S. Small Business Administration.
- b. The amount of the Bank loan would not exceed 50% of the value of the borrower's inventory, accounts receivable and equipment and not more than 60% of the value of any real estate included in the collateral.
- c. The Bank would lend "nothing for blue sky".
- d. Any loan would have to be personally guaranteed by the principal, which guaranty would be in addition to, and not in lieu of, the capital contributions referred to above. Mr. Greiner stated that the purpose of a guaranty from the principal was to assure cooperation in the event the loan went bad and such guaranty was not viewed as a way of justifying a loan to a business that could not otherwise fulfill the credit criteria set forth above. Mr. Greiner stated that even if the principal had a substantial net worth, the principal would still have to make a cash contribution to the business as described above.

5. I explained to Mr. Greiner that I had filed an application with the Federal Communications Commission that is competing with Al Hazelton's application and that I was investigating the representations made in Mr. Hazelton's application.

6. Mr. Greiner further stated that he thought that the Hazelton financing letter had "lots of outs and conditions" on the part of Bank.

7. On Friday, February 11, 1994, John Otto and I met with Al Hazelton at the offices of KJAN in Atlantic, Iowa, to inspect that station's public inspection file. I asked Mr. Hazelton if whether his wife was named "Ella". He stated that his wife was, in fact, named "Ella".

Executed this 2nd day of March, 1994.



Stephen O. Meredith

EXHIBIT 4

Memo from Dick Bolton of First Whitney Bank



WHITNEY BANK
AND TRUST
ATLANTIC, IOWA 50002

February 16, 1994

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General Loan Requirements:

New Car - 25% down payment

Used Car - 33% Down Payment

Residential Real Estate - 70% of appraised value

Commercial Real Estate - 60% of appraised value

Farm Real Estate - 60% of appraised value

Inventory - 50%

Rich Selby

EXHIBIT 5

**Copies of Hazelton's Promissory Notes, Deposit Tickets,
Checks and Other Related Documents**

PROMISSORY NOTE

\$ [REDACTED], 19 [REDACTED]
FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to
pay to the order of Wireless Communications Corp.
at Atlantic, Iowa, the sum of
[REDACTED] DOLLARS
with interest thereon from [REDACTED], payable [REDACTED] at the rate of
[REDACTED] per cent per annum until payment hereof, as follows:

All interest and principal shall be paid on or before [REDACTED]

Interest shall first be deducted from the payment and any balance shall be applied on principal.
Principal and interest not paid when due shall draw interest at the rate of [REDACTED] % per annum. Upon default in payment of any interest, or any installment of principal, the whole amount
then unpaid shall become immediately due and payable at the option of the holder without notice. The undersigned, in case of suit on this note, agrees to pay attorney's fees.
Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent
that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Address 304 Durant, Harlan, IA 51537

Phone (712) 755-3583

[Signature]
Alan W. Hazelton



PROMISSORY NOTE

\$ [REDACTED], 19 [REDACTED]
FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to
pay to the order of Wireless Communications Corp.
at Atlantic, Iowa, the sum of
[REDACTED] DOLLARS
with interest thereon from [REDACTED], payable [REDACTED] at the rate of
[REDACTED] per cent per annum until payment hereof, as follows:

All interest and principal shall be paid on or before [REDACTED]

Interest shall first be deducted from the payment and any balance shall be applied on principal.
Principal and interest not paid when due shall draw interest at the rate of _____% per annum. Upon default in payment of any interest, or any installment of principal, the whole amount
then unpaid shall become immediately due and payable at the option of the holder without notice. The undersigned, in case of suit on this note, agree to pay attorney's fees.
Maker, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent
that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Address 304 Durant, Harlan, IA 51537

Alan W. Hazelton

Phone (712) 755-3583



PROMISSORY NOTE


\$ [REDACTED]
FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to pay to the order of Wireless Communications Corp.
at Atlantic, Iowa, the sum of [REDACTED] DOLLARS
with interest thereon from [REDACTED], payable [REDACTED] at the rate of [REDACTED] per cent per annum until payment hereof, as follows: All interest and principal shall be paid on or before [REDACTED].

Interest shall first be deducted from the payment and any balance shall be applied on principal.
Principal and interest not paid when due shall draw interest at the rate of _____% per annum. Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become immediately due and payable at the option of the holder without notice. The undersigned, in case of suit on this note, agree to pay attorney's fees.
Makers, as for sure and guarantors waive demand of payment, notice of non-payment, protest and notice. Sureties, endorser and guarantors agree to all the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Address 304 Durant
Harlan, Iowa 51537

[Signature]
Alan W. Hazelton

Phone (712) 755-3583

DEPOSITED WITH		DOLLARS		CENTS	
WHITNEY BANK AND TRUST ATLANTIC, IOWA 50022					
ACCOUNT NO. <u>079359</u>					
By <u>Wm. W. Hagelton</u>					
In Making This Deposit the Depositor Hereby Assents to the Conditions on Back of This Deposit Ticket					
COIN					
CHECKS <small>LIST SINGLY</small>					
<div style="border: 1px solid black; padding: 5px;">  FIRST WHITNEY BANK & TRUST ATLANTIC, IOWA </div>		079359			
Less Cash					
TOTAL DEPOSIT					
Original Deposit Ticket - Not Negotiable					
Received by <u>12</u>					

DEPOSITED WITH	
	WHITNEY BANK AND TRUST ATLANTIC, IOWA 50022
ACCOUNT NO.	<i>Q49359</i>
BY	<i>A. L. Hazleton</i>
In Making This Deposit the Depositor hereby Assents to the Conditions on Back of This Deposit Ticket	
CURRENCY	DOLLARS CENTS
COIN	
CHECKS <small>US \$ SINGLY</small>	
<i>(Wireless) Comm.</i>	
Less Cash	
TOTAL DEPOSIT	
Original Receipt Ticket - Not Negotiable	
Received by	<i>J.B.</i>

DEPOSITED WITH		
WHITNEY BANK AND TRUST ATLANTIC, IOWA 50022		
ACCOUNT NO. <u>079359</u>		
<u>Robert Hagelstad</u>		
In Making This Deposit the Depositor Hereby Assents to the Conditions on Back of This Deposit Ticket		
CURRENCY	DOLLARS	CENTS
COIN		
CHECKS LIST SINGLY		
<u>Hypothecation Comm.</u>		-
Less Cash		
TOTAL DEPOSIT		-

Original Deposit Ticket - Not Negotiable

38

Received by [Signature]

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made on the date of execution hereof, by and between Alan W. Hazelton (Hazelton) and Wireless Communications Corp. (WCC)

1. SECURITY INTEREST. For value received, Hazelton hereby grants to WCC a security interest in Stock Certificate No. 3 for 100 shares of Wireless Communications Corp.

2. COLLATERAL RIGHTS. Hazelton agrees to deliver such stock certificate with a duly executed stock power to WCC promptly. WCC agrees to hold such stock certificate until such time as all promissory notes which Hazelton has made in favor of WCC are paid in full. Hazelton shall take such actions as WCC may from time to time request to create and maintain a valid and perfected security interest in favor of WCC in the certificate free of all other liens and claims whatsoever. Such stock certificates shall also include all rights or benefits created thereby.

3. OBLIGATIONS SECURED-OPEN END. The security interest in the Collateral is given to secure performance of the covenants and agreements herein set forth and for the payment of all sums due and owing by reason of any promissory note executed on today's date. In addition such Collateral shall be retained and shall be used as security for the collection and enforcement of Secured Party's rights hereunder and for interest thereon; and for the payment of all extensions and renewals thereof and for all other sums of money heretofore and hereafter loaned or advanced by WCC at its option to or for the account of Hazelton; and all other present or future, direct or indirect, primary or secondary, absolute or contingent liabilities of Hazelton to Wireless of any nature whatsoever and however arising or acquired by WCC.

4. ADDITIONAL PAYMENTS. Until such time as WCC determines in its sole judgment that the value of the Collateral does not equal or exceed the total amount of debt owed by Hazelton to WCC, Hazelton shall maintain all rights and benefits incident to ownership of Collateral. If at any time while debt remains unpaid, WCC determines in its sole judgment that that value of the Collateral does not equal or exceed the total amount of the debt, Hazelton shall immediately pay to WCC such amounts as are necessary to reduce the debt to an amount equal to the value of Collateral.

5. DEFAULT AND ACCELERATION OF OBLIGATIONS. Upon the occurrence of any of the following events of default, Secured Party may at Secured Party's option orally or in writing, declare this Agreement to be in default and the whole or any

portion of the Debt immediately due and payable: (a) Debtor fails to make any payment to Secured Party as required under the Note or other evidence of the Debt; (b) Debtor fails to perform any other obligation agreed to be performed by Debtor herein or under the Note or other evidence of the Debt; (c) Debtor or any guarantor of all or any part of the Debt becomes insolvent or Debtor fails in business, or there occurs the dissolution or termination of Debtor's existence, or there is commenced any proceeding under any bankruptcy or insolvency law by or against Debtor or by or against any guarantor of all or part of the Debt or Debtor makes any assignment for the benefit of creditors; (d) Sale or encumbrance by Debtor of all or any part of the Collateral without consent of Secured Party except as otherwise permitted herein; or (e) Secured Party deems itself insecure.

6. REMEDIES. Upon default set forth in Section 5 above, WCC shall have, in addition to the rights and remedies provided in this Agreement, rights and remedies of a Secured Party under the Uniform Commercial Code of Iowa and under any other applicable laws. Any requirement of reasonable notice by either party to the other, shall be met if such notice is mailed, postage prepaid, to the address of the parties set forth at the signature page of this Agreement at least seven days prior to the time of the event or contemplated action set forth in said notice. Hazelton agrees to pay all expenses of selling the Collateral and reasonable attorney fees and legal expenses incurred by WCC in perfecting and enforcing its rights under this Agreement and under the Note or other evidence of the Debt. All exemptions in and to any of the Collateral are hereby waived by Hazelton. WCC or its nominee may exercise all voting and corporate rights relating to such securities as if WCC were the absolute owner of such securities. A private sale or other private disposition of such securities shall be commercially reasonable notwithstanding the possibility that a higher price might be realized if such sale or other disposition were public and deferred until after registration under applicable securities laws.

7. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies herein conferred upon Secured Party shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Uniform Commercial Code of Iowa and other applicable law. This Security Agreement or any carbon, photographic or other reproduction hereof, or of any financing statement executed in connection herewith, shall be sufficient and may be filed as a financing statement in any jurisdiction or filing office.

8. LAW APPLICABLE. This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of Iowa. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

9. CONSTRUCTION. Words and phrases herein shall be construed as defined in the Uniform Commercial Code of Iowa, including acknowledgement hereof, if any, and shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. The section headings of this Agreement are for convenience only and shall not limit the terms of this Agreement.

Dated this 2 day of June, 1972.

WIRELESS COMMUNICATIONS CORP.

J. C. Van Ginkel
J. C. Van Ginkel, Chairman
1308 East 7th Street
Atlantic, IA 50022

"SECURED PARTY"

Al Hazelton
Al Hazelton
304 Durant
Harlan, IA 51537

"DEBTOR"

*Cert. #3 Wireless Communications Corp.
100 shares received 6/3/72 J. C. Van Ginkel*

Lester L. Kluever
(1920-1991)

James Van Ginkel



KLUEVER
VAN GINKEL
& TREWET
Attorneys at Law

J.C. Van Ginkel, P.C.

John M. Trewet

An Association of Individuals and a Professional Corporation

February 1, 1994

Al Hazelton
304 Durant
Harlan, IA 51537

Dear Al:

After you left our meeting this morning, Merlyn and I discussed your outstanding Promissory Notes to Wireless. I told Merlyn that I would dig out the notes and calculate the interest to date. It appears that your outstanding principal balance is [REDACTED] and through today you have [REDACTED] accrued interest. The notes also are continuing to accrue interest at [REDACTED] percent which totals [REDACTED] a month.

The net result of our discussion can be summarized as follows: We would be willing to lend you up to [REDACTED] at a rate of [REDACTED] percent interest to be paid annually before December 31. We will continue to hold your corporate stock as security.

This represents approximately [REDACTED] percent value of your Wireless stock. As you have found out, no other lender will go that far on a minority interest in a closely held corporation. We will lower the interest rate since our borrowed funds are costing us less than they were when you started this project. As you indicated in other words this morning, this is essentially an advance redemption of your ownership interest.

If this arrangement is acceptable to you I would propose to rough out a Promissory Note much like we executed before, but have it be initially set up for the full amount and allow for advances as you need funds. I don't need to horse around with typing out an additional new note every time you need a draw.

You will need to bring your interest obligation current prior to us advancing any more funds. Let me know what you want to do. I will try to get the note put together between tax appointments.

If you have any questions, please let me know.

Sincerely yours,

ALAN W. HAZELTON
304 DURANT PH. 712-755-3583
HARLAN, IA 51537

101

6/3

92

72-215/739

Pay to the order of Wireless Communications
Five thousand thirty and no/100

\$ 2,030.00



WHITNEY BANK
AND TRUST
ATLANTIC, IOWA 50022

Reimburse Filing Fee

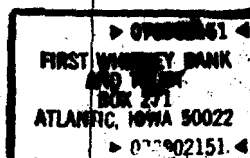
[Signature]

⑆073902151⑆

07935 91 0101

⑆0000203000⑆

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



0000002154087

00106068 060392 02

⑆0000059000⑆

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

FIRST WHITNEY BANK & TRUST
ATLANTIC, IOWA

ENDORSE HERE

For Deposits only



Wireless Communications, Corp.

P.O. Box 389 North Olive Street
Atlantic, Iowa 50022

Phone 712-243-3920 In Iowa 1-800-247-3399

April 30, 1992

Al Hazelton, General Manager
Merlyn Christensen, Sales Manager

Al Hazelton
304 Durant
Harlan, IA 51537

Dear Al:

Thank you notifying me that you decided to apply for the Audubon FM. After our phone conversation this morning, I immediately called Barry Friedman in Washington, D.C., and told him that it was agreeable with Wireless to allow him to use funds that the corporation had on deposit with his trust account for your filing fee. You should reimburse us directly.

You indicated that you had represented to the FCC that you would be disposing of your interest in Wireless. You will remember that you have a stockholder's agreement dated January 2, 1988 which provides for the redemption of your stock over a five year period. The time of the redemption is set out in paragraph two and provides that the redemption process begins upon your termination from employment by this corporation.

If you would prefer, I am sure we can treat your redemption in the same fashion as Red Faust. Both he and the corporation waived the terms of the agreement. His shares were redeemed at current book value increased by accumulated depreciation. The value of his shares was then paid immediately rather than according to the payment plan. This should help provide you liquidity in your new venture. If you need any thing else let me know.

Sincerely yours,

WIRELESS COMMUNICATIONS CORP.

A handwritten signature in cursive script, appearing to read 'J. C. Van Ginkel'.

J. C. Van Ginkel, Chairman

JCV:ah

"The station where your friends are"

EXHIBIT 6

Hazelton's Budget

AL HAZELTON
304 DURANT
HARLAN, IA 51537

Estimation of construction costs for Audubon FM station

Equipment bid from Continental Electronics	468839
Purchase tower site	40000
3 months operating expense	58815
Miscellaneous	<u>32346</u>
Total	600000

AL HAZELTON
304 DURANT
HARLAN, IA 51537

Operating budget for proposed FM radio station in Audubon
(Monthly for first 3 months)

Revenue from sales would not start arriving until midway
into the second month, therefore this budget will only
reflect expense projections.

Advertising	500
Dues and Subscr.	150
Salaries	
Management/engineering	2500
Sales	3000
Programming	4000
Clerical	1000
FICA and Umemployment	1155
Insurance	250
News/Sports	
AP	600
Travel/Talent	300
Phone	1000
Utilities	2500
Postage	100
Royalties	250
Rent	500
Office expense	200
Travel G and A	300
Misc.	300
Margin for error	<u>1000</u>
TOTAL	19605
3 MONTH TOTAL	58815

Using a conservative revenue estimate of 30000 for the 3
month total, there would be net loss of 28815. There
should be positive cash flow by the end of the 4th month.

EXHIBIT 7

Portions of Deposition of Al Hazelton

TRANSCRIPT OF PROCEEDINGS

BEFORE THE

RECEIVED MAR - 4 1994

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D. C. 20554

-----X
IN RE: APPLICATIONS OF : MM Docket No. 93-300
STEPHEN O. MEREDITH : File No. BPH-920430MD
AL HAZELTON : File No. BPH-920430ME
FOR CONSTRUCTION PERMIT FOR A :
NEW FM STATION ON CHANNEL 243C1 :
IN AUDUBON, IOWA :
-----X

DEPOSITION OF ALAN W. HAZELTON

Washington, D. C.

Friday, February 25, 1994

ACE - FEDERAL REPORTERS, INC.

Stenotype Reporters

1120 G Street, NW
Washington, D.C. 20005
(202) 347-3700

NATIONWIDE COVERAGE

800-336-6646

1 Wireless?

2 A I became a stockholder of Wireless in January of
3 1988.

4 Q Okay. Now, are you making a claim for credit
5 for your prior broadcast experience?

6 A Yes.

7 Q Okay. And I believe you filed in this
8 proceeding -- I guess I should show it to your counsel
9 first, I'm sorry -- a standardized integration statement
10 dated January 10, 1994. Have you seen this document
11 before?

12 A Yes, sir.

13 Q And although this is actually signed by your
14 counsel, did you have a role to play in preparing the
15 standardized integration statement?

16 A Yes.

17 Q And have you had occasion to review it recently?

18 A Yes, I have.

19 Q As far as you know are the statements made in
20 the standardized integration statement true and correct?

21 A Yes, sir.

22 Q Now, according to your standardized integration

1 MR. SMITHWICK: Let's make this Deposition
2 Exhibit 1, if we could, please.

3 (Deposition Exhibit 1 identified.)

4 BY MR. SMITHWICK:

5 Q Mr. Hazelton, you have what I've marked as
6 Deposition Exhibit 1 -- let me just use the official
7 exhibit -- Deposition Exhibit 1 before you. Is this a copy
8 of stock certificate number 3 for 100 shares issued to
9 you?

10 A I don't see the stock certificate number.

11 Q If I can help the witness, I think it's right
12 there.

13 A If that's the certificate number then, yes, it
14 is.

15 Q And this was issued to you on January 2, 1988;
16 is that correct?

17 A I believe that's correct, since I can't see that
18 date for sure.

19 Q But it certainly was January of 1988; is that
20 right?

21 A Yes, I believe so. The entire word "January" is
22 obliterated on there.

1 Q Do you have a better copy of the stock
2 certificate somewhere?

3 A I believe I could get it.

4 Q Could you furnish a better copy?

5 MR. FRIEDMAN: We will attempt to get a better
6 version.

7 MR. SMITHWICK: You can see it's very difficult
8 to work with that.

9 THE WITNESS: Sure.

10 BY MR. SMITHWICK:

11 Q Is the stock certificate in your possession
12 currently, not right this moment, but is it in your
13 custody at home in --

14 A It is not.

15 Q Where is it?

16 A It is in the custody of Wireless.

17 Q Is it being held by Wireless subject to a
18 security agreement?

19 A Yes.

20 Q Up until the time you executed the security
21 agreement, was the stock certificate in your possession?

22 A Yes, it was.

1 radio station's main studio?

2 A Approximately a mile.

3 Q Were there ever any discussions, to your
4 knowledge, among the Wireless stockholders and officers
5 about Wireless filing an application for the Audubon
6 station?

7 A Would you repeat the question. I just want to
8 make sure I understand.

9 Q Yes. Was there ever a discussion, to your
10 knowledge, among the Wireless stockholders and officers --
11 and we can throw the directors in too, although I guess
12 they're subsumed in that other class -- about Wireless
13 filing an application for the Audubon station?

14 A Yes, there was.

15 Q Okay. When did that take place, that
16 discussion?

17 A I don't know.

18 Q Were you a part --

19 A It was all within the window period, whenever
20 the window period was announced, and up to through that
21 period it was considered.

22 Q Well, when you say it was considered, did you

1 Wireless would file for the FM channel at Audubon?

2 A Very limited discussions among us. The bulk --
3 the vast majority of the discussions were between
4 Mr. Van Ginkel and Barry Friedman.

5 Q And Mr. Friedman represents KJAN; is that right?

6 A Yes.

7 Q And he also represents you in this Audubon
8 application; is that right?

9 A That's correct.

10 Q Okay. Do you -- was it -- was it then
11 Mr. Van Ginkel's decision that Wireless would not go
12 forward to file for the Audubon channel?

13 A It was mostly his recommendation that was relied
14 upon for that decision, yes.

15 Q Do you know why he made that recommendation?

16 A It was determined that it would be unlikely that
17 it would be as strong an application as he felt it would
18 need to be.

19 Q So at what point did you make -- did you make the
20 decision ultimately to file for the application -- to file
21 an application for the channel yourself?

22 A Yes.